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**State:** District of Columbia **First Filing Company:** Liberty Insurance Corporation, ...  
**TOI/Sub-TOI:** 19.0 Personal Auto/19.0000 Personal Auto Combinations  
**Product Name:** Form Revisions  
**Project Name/Number:** 17-DC-P-AO-F-LEG-PCF/17-DC-P-AO-F-LEG-PCF

## Filing at a Glance

Companies: Liberty Insurance Corporation  
Liberty Mutual Fire Insurance Company  
The First Liberty Insurance Corporation

Product Name: Form Revisions

State: District of Columbia

TOI: 19.0 Personal Auto

Sub-TOI: 19.0000 Personal Auto Combinations

Filing Type: Form

Date Submitted: 11/10/2016

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Effective Date: 01/23/2017

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Effective Date: 02/27/2017

Requested (Renewal):

Author(s): Godwin Kalb

Reviewer(s): Angela King (primary), Colin Johnson

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

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**TOI/Sub-TOI:** 19.0 Personal Auto/19.0000 Personal Auto Combinations  
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## General Information

Project Name: 17-DC-P-AO-F-LEG-PCF  
Project Number: 17-DC-P-AO-F-LEG-PCF  
Reference Organization:  
Reference Title:  
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Reference Number:  
Advisory Org. Circular:  
  
Deemer Date:  
Submitted By: Godwin Kalb

Filing Description:

Please see the attached cover letter.

## Company and Contact

### Filing Contact Information

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### Filing Company Information

Liberty Insurance Corporation  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500 ext. [Phone]

CoCode: 42404  
Group Code: 111  
Group Name: Liberty Mutual  
Group  
FEIN Number: 03-0316876

State of Domicile: Illinois  
Company Type:  
State ID Number:

Liberty Mutual Fire Insurance  
Company  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500 ext. [Phone]

CoCode: 23035  
Group Code: 111  
Group Name: Liberty Mutual  
Group  
FEIN Number: 04-1924000

State of Domicile: Wisconsin  
Company Type:  
State ID Number:

The First Liberty Insurance  
Corporation  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500 ext. [Phone]

CoCode: 33588  
Group Code: 111  
Group Name: Liberty Mutual  
Group  
FEIN Number: 04-3058503

State of Domicile: Illinois  
Company Type:  
State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

State: District of Columbia

TOI/Sub-TOI: 19.0 Personal Auto/19.0000 Personal Auto Combinations

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First Filing Company: Liberty Insurance Corporation, ...

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Automobile Amendatory Endorsement	AS 2259	01 17	END	Replaced	Previous Filing Number:		56.500	AS2259_01_17_LegAE_proof.pdf, AS2259_01_17_LegAE_mock.pdf
							Replaced Form Number:	AS 2259 09 06		
2		Amendment of Policy Provisions - District of Columbia	AS 2070	01 17	END	Replaced	Previous Filing Number:		53.700	AS2070_01_17_APP_proof.pdf, AS2070_01_17_APP_mock.pdf
							Replaced Form Number:	AS 2070 01 98		
3		Personal Injury Protection Coverage - District of Columbia	AS 2266	01 17	PCF	Replaced	Previous Filing Number:		50.600	AS2266_01_17_PIP_proof.pdf, AS2266_01_17_PIP_mock.pdf
							Replaced Form Number:	AS 2266 04 07		
4		Uninsured/Underinsured Motorists Coverage - District of Columbia	AS 3718	01 17	PCF	Replaced	Previous Filing Number:		52.900	AS3718_01_17_UMUIM_proof.pdf, AS3718_01_17_UMUIM_mock.pdf
							Replaced Form Number:	AS 3718 07 11		
5		Towing and Labor Coverage	AS 2208	09 16	PCF	Replaced	Previous Filing Number:		58.100	AS 2208 09 16_proof.pdf, AS 2208 09 16_mock.pdf
							Replaced Form Number:	AS 2208 02 05		
6		New Vehicle Replacement Cost Coverage	AS 2112	03 16	PCF	Replaced	Previous Filing Number:		58.500	AS2112 03 16_proof.pdf, AS2112 03 16_mock.pdf
							Replaced Form Number:	AS 2112 10 99		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

## AUTOMOBILE AMENDATORY ENDORSEMENT

### I. DEFINITIONS

The Definitions section is revised as follows:

- A. The definition of "Your Covered Auto" is replaced with the following:

"Your Covered Auto " means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This provision (4.) does not apply to Coverage For Damage to Your Auto.

- B. The definition of "Newly Acquired Auto" is added as follows:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.

For this definition to apply to a "newly acquired auto", which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time0 period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
  - a. For any coverage provided in this

policy except Coverage for Damage to Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a "newly acquired auto" that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner. If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to

the service or supply provided.

at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- C. The definitions "Necessary Medical" and "Reasonable Expenses" are added as follows:

"Necessary medical" - when applied to services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.
8. Reasonable in terms of the charge for

#### IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

- A. Paragraph A. of the **Insuring Agreement** of **Part D** is replaced by the following:

##### **INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto," including their equipment, subject to **Customized Equipment Coverage**, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same collision, only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto" we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. The following **Customized Equipment Coverage** provision is added under **Part D**:

##### **CUSTOMIZED EQUIPMENT COVERAGE**

- A. We will pay up to \$500 for theft or damage to **customized equipment** if the loss is caused by:
  1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a "non-owned auto" keeps salvaged material,

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payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for "your covered auto" or any "non-owned auto."

**B. "Customized equipment" means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:**

- 1. are permanently installed or attached by bolts or brackets;**
- 2. are removable from a housing unit that is permanently installed inside the auto;**
- 3. are permanently bonded to the vehicle by an adhesive or welding procedure; or**
- 4. change the appearance or performance of the vehicle including but not limited to any additions or alterations to the chassis, engine, exterior or interior of the auto.**

This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered "customized equipment."

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered "customized equipment."

**C. If you have purchased additional coverage for "customized equipment" we will pay up to the amount of**

coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.

- D. The most we will pay for parts, equipment and accessories that are:**
- a. not installed by the auto manufacturer or dealer and**
  - b. permanently installed in or upon the auto**

is the actual cash value of the vehicle not including such parts, equipment and accessories.

**C. The Transportation Expenses provision of Part D is replaced by the following:**

**TRANSPORTATION EXPENSES**

In addition, we will pay up to \$15 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation expenses incurred during the period:

- 1. Beginning 48 hours after the theft; and**
- 2. Ending when "your covered auto" is returned to use or we pay for its loss.**

**D. Exclusion 1. is replaced by the following:**

- 1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (1.) does not apply to a share-the-expense car pool.**

**E. Exclusion 4. is replaced by the following:**

- 4. We will not pay for loss to equipment that is not permanently installed in or upon "your covered auto" or any "non-owned auto." This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals. This includes but is not limited to:**
  - a. radios and stereos;**
  - b. tape decks;**
  - c. compact disc players and burners;**
  - d. digital video disc (DVD) players and burners;**
  - e. citizens band radios;**

- f. scanning monitor receivers;
- g. television monitor receivers;
- h. global positioning system (GPS) receivers and/or components;
- i. video cassette players and recorders;
- j. audio cassette recorders; or
- k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

**F. Exclusion 13.** is added as follows:

**13.** We will not pay for loss to "customized equipment" in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.

**G. Exclusion 14.** is added as follows:

**14.** We will not pay for loss to tapes, records, discs or other media used with any sound reproducing or other electronic equipment.

**H. Exclusion 15.** is added as follows:

- 15.** Loss to "your covered auto" or any "non-owned auto" while it is:
- a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b. participating in a high performance driving or racing instruction course or school; or
  - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or demolition contest or exhibition.

**I. The following Exclusions are added:**

**16.** Loss to "your covered auto" or any "non-owned auto" which arises out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (16.) does not apply to traffic violations.

**17.** Loss to "your covered auto" or "non-owned auto" while being used in a "personal vehicle sharing program."

**J. Item A.** of the Limit of Liability is replaced by the following:

**A.** At our option, our limit of liability for loss will be the lowest of:

**1.** The actual cash value of the stolen or damaged property;

**2. a.** The amount necessary to repair or replace the property;

**b.** Determination of the cost of repair or replacement will be based upon one of the following:

(1) the cost of repair or replacement agreed upon by you and us;

(2) a competitive bid approved by us; or

(3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

**3.** The limit of liability shown in the Declarations.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.

**K. Paragraph B** of the **Limit of Liability** provision of **Part D** is added as follows:

**B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any "customized equipment."

**V. PART E - DUTIES AFTER AN ACCIDENT OR LOSS**

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**Part E** is amended as follows:

**A.** Paragraph **B.** of **Part E** is replaced by the following:

**B.** A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require, within 30 days of our request:
  - a. To physical and mental exams by physicians we select under terms we require.

We will pay for these exams.

- b. To interviews and recorded statements without the need for us to conduct an examination under oath.
  - c. To examination under oath and subscribe the same.
4. Authorize us to obtain, within 30 days of our request:
    - a. Medical reports; and
    - b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.
  5. Submit a proof of loss when required by us within 30 days of our request.



## AUTOMOBILE AMENDATORY ENDORSEMENT

### I. DEFINITIONS

The **Definitions** section is revised as follows:

- A. The definition of **"Your Covered Auto"** ~~is replaced with the following:~~

**"Your Covered Auto"** ~~"Your Covered Auto"~~ means:

1. Any vehicle shown in the Declarations.
2. A **"newly acquired auto"** ~~newly acquired auto~~.
3. Any **"trailer"** ~~trailer~~ you own.
4. Any auto or **"trailer"** ~~trailer~~ you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This provision (4.) does not apply to Coverage For Damage to Your Auto.

- B. The definition of **"Newly Acquired Auto"** ~~is added as follows:~~

1. **"Newly acquired auto"** ~~newly acquired auto~~ means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your **"business"** ~~business~~ of installing, maintaining or repairing furnishings or equipment; or

- (b) For farming or ranching.

For this definition to apply to a **"newly acquired auto"** ~~newly acquired auto~~, which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a **"newly acquired auto"** ~~newly acquired auto~~ is provided as described below. If you ask us to insure a **"newly acquired auto"** ~~newly acquired auto~~ after a specified time period described below has elapsed, any coverage we provide for a **"newly acquired auto"** ~~newly acquired auto~~ will begin at the time you request the coverage.

**a.a.** For any coverage provided in this policy except Coverage for Damage to Your Auto, a **"newly acquired auto"** ~~newly acquired auto~~ will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **"newly acquired auto"** ~~newly acquired auto~~ that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a **"newly acquired auto"** ~~newly acquired auto~~ replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b.b.** Collision Coverage for a **"newly acquired auto"** ~~newly acquired auto~~ begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **"newly acquired auto"** ~~newly acquired auto~~ will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us

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to insure the "newly acquired auto" newly acquired auto, a Collision deductible of \$500 will apply.

**c.e.** Other Than Collision Coverage for a "newly acquired auto" newly acquired auto begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

**(1)(4)** 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" newly acquired auto will have the broadest coverage we now provide for any auto shown in the Declarations.

**(2)(2)** Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto" newly acquired auto, an Other Than Collision deductible of \$500 will apply.

**C.** The definitions "Necessary Medical" **NECESSARY MEDICAL** and "Reasonable Expenses" **REASONABLE EXPENSES** are added as follows:

"Necessary medical" **"Necessary medical"** - when applied to services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

- 1.4.** Required to identify or treat an injury caused by an accident covered by this policy;
- 2.2.** Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
- 3.3.** Provided in accordance with

recognized standards of care for the covered person's injury at the time the charge is incurred;

**4.4.** Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;

**5.5.** Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;

**6.6.** The most appropriate supply or level of service that can be safely provided to the covered person; and

**7.7.** Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.

**8.8.** Reasonable in terms of the charge for the service or supply provided.

~~However, "reasonable expenses" reasonable expenses do not include expenses for any of the following:~~

~~1.1. Nutritional supplements or over-the-counter drugs;~~

~~2.2. Experimental services or supplies, which mean services or supplies that we determine, have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed;~~

~~3.3. Inpatient services or supplies provided to the covered person when these could safely have been provided to the covered person as an outpatient;~~

~~"Reasonable expenses" "Reasonable expenses" - when applied to medical services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means the least of:~~

~~1.1. The actual charge;~~

~~2.2. The charge negotiated with a provider; or~~

~~3.3. The charge determined by us based on a methodology using a database designed to reflect amounts charged by providers of medical services or supplies within the same or similar geographic region in which you receive your medical services or supplies. The database will reflect (a) service charge data regardless of the provider's specialty and (b) in the case of new procedures,~~

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services or supplies, or existing procedures, services or supplies for which there is little or no charge data, a comparison to commonly used procedures, services or supplies.

## II. PART A - LIABILITY COVERAGE

The following exclusion 4. is added under paragraph B. of the Exclusions section of Part A:

4. Any vehicle, while being used for:
- a. competing in; or
  - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

## III. PART B - MEDICAL PAYMENTS COVERAGE

The following exclusion 11. is added under the Exclusions section of Part B:

11. Sustained while occupying any vehicle while being used for:
- a. competing in; or
  - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

## IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. Paragraph A. of the Insuring Agreement of Part D is replaced by the following:

### INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** "your covered auto" or any **non-owned auto**, "non-owned auto," including their equipment, subject to **Customized Equipment Coverage**, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** "your covered auto" or **non-owned auto** "non-owned auto" results from the same collision, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** "your covered auto" caused by:

1. Other than **collision** "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto** "non-owned auto" we will provide the broadest coverage applicable to any **your covered auto** "your covered auto" shown in the Declarations.

B. The following **Customized Equipment Coverage** provision is added under Part D:

### CUSTOMIZED EQUIPMENT COVERAGE

A. We will pay up to \$500 for theft or damage to **customized equipment** if the loss is caused by:

1. Other than **collision** "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a **non-owned auto** "non-owned auto" keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for **your covered auto** "your covered auto" or any **non-owned auto**, "non-owned auto."

B. **"Customized equipment"** "Customized equipment" means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:

1. are permanently installed or attached by bolts or brackets;
2. are removable from a housing unit that is permanently installed inside the auto;
3. are permanently bonded to the vehicle by an adhesive or welding procedure; or
4. change the appearance or performance of the vehicle including but not limited to any

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additions or alterations to the chassis, engine, exterior or interior of the auto.

This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered **customized equipment**. "customized equipment."

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered **customized equipment**. "customized equipment."

- C. If you have purchased additional coverage for **customized equipment** "customized equipment" we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.
- D. The most we will pay for parts, equipment and accessories that are:
- a.a.** not installed by the auto manufacturer or dealer and
  - b.b.** permanently installed in or upon the auto
- is the actual cash value of the vehicle not including such parts, equipment and accessories.
- C. The **Transportation Expenses** provision of **Part D** is replaced by the following:
- TRANSPORTATION EXPENSES**
- In addition, we will pay up to \$15 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto". We will pay only transportation

expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" is returned to use or we pay for its loss.

**D. Exclusion 1. is replaced by the following:**

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (1.) does not apply to a share-the-expense car pool.

**ED. Exclusion 4. is replaced by the following:**

4. We will not pay for loss to equipment that is not permanently installed in or upon ~~your covered auto~~ "your covered auto" or any **non-owned auto**. "non-owned auto." This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a.a.** radios and stereos;
  - b.b.** tape decks;
  - c.c.** compact disc players and burners;
  - d.d.** digital video disc (DVD) players and burners;
  - e.e.** citizens band radios;
  - f.f.** scanning monitor receivers;
  - g.g.** television monitor receivers;
  - h.h.** global positioning system (GPS) receivers and/or components;
  - i.i.** video cassette players and recorders;
  - j.j.** audio cassette recorders; or
  - k.k.** personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

**EF. Exclusion 13. is added as follows:**

13. We will not pay for loss to **customized equipment** "customized equipment" in excess of what is provided under Customized Equipment Coverage unless additional coverage has been

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purchased by endorsement and is shown in the Declarations.

**FG.** Exclusion 14. is added as follows:

14. We will not pay for loss to tapes, records, discs or other media used with any sound reproducing or other electronic equipment.

**G.** Exclusion 15. is added as follows:

15. Loss to ~~your covered auto~~ "your covered auto" or any ~~non-owned auto~~ "non-owned auto" while the car is being used for:  
~~a. a. competing in; or~~  
~~b. b. practicing or preparing for~~  
 any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

**H.** Exclusion 15. is added as follows:

15. Loss to "your covered auto" or any "non-owned auto" while it is:  
 a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;  
 b. participating in a high performance driving or racing instruction course or school; or  
 c. preparing for, practicing for, used in, or competing in any prearranged or organized:  
 (1) race activity; or  
 (2) speed, performance, stunt, or demolition contest or exhibition.

**I.** The following Exclusions are added:

16. Loss to "your covered auto" or any "non-owned auto" which arises out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (16.) does not apply to traffic violations.

17. Loss to "your covered auto" or "non-owned auto" while being used in a "personal vehicle sharing program."

**J.** Item A. of the Limit of Liability is replaced by the following:

A. At our option, our limit of liability for loss will be the lowest of:

1. The actual cash value of the stolen or damaged property;

2. a. The amount necessary to repair or replace the property;

b. Determination of the cost of repair or replacement will be based upon one of the following:

(1) the cost of repair or replacement agreed upon by you and us;

(2) a competitive bid approved by us; or

(3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.

**HK.** Paragraph B of the **Limit of Liability** provision of **Part D** is added as follows:

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any **customized equipment**. "customized equipment."

## V. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

A. Paragraph B. of **Part E** is replaced by the following:

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or



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- suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require, within 30 days of our request:
    - ~~a.a.~~ To physical and mental exams by physicians we select under terms we require. We will pay for these exams.
    - ~~b.b.~~ To interviews and recorded statements without the need for us to conduct an examination under oath.
    - ~~c.c.~~ To examination under oath and subscribe the same.
  4. Authorize us to obtain, within 30 days of our request:
    - ~~a.a.~~ Medical reports; and

- ~~b.b.~~ Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.

5. Submit a proof of loss when required by us within 30 days of our request.

#### VI. PART F - GENERAL PROVISIONS

Part F is amended as follows:

~~A. The Fraud provision is replaced by the following:~~

~~This policy will not provide coverage under any part of this policy for any insured or any other person or entity seeking benefits under this policy (whether before or after a loss) who:~~

~~a. conceals or misrepresents any material fact or circumstance;~~

~~b. makes false statements of~~

~~c. engages in fraudulent conduct, any of which relate to a loss, an accident, this insurance or the application for this policy.~~

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## AMENDMENT OF POLICY PROVISIONS - DISTRICT OF COLUMBIA

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### I. DEFINITIONS

The Definitions section is amended as follows:

**A.** The following definitions are added:

"Personal vehicle sharing program" means a legal entity qualified to do "business" in this state and engaged in the "business" of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state. Private passenger motor vehicle as it relates to "personal vehicle sharing program" means a four wheel passenger or station wagon type motor vehicle insured under an automobile liability insurance policy covering any individuals residing in your household.

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

### I. SUSPENSION OF POLICY COVERAGE

The following provision is added:

In accordance with the requirements of the District of Columbia no-fault law, all policy coverages shall be suspended for you, or any "family member," who operates any vehicle during any period when that person's driver's license is suspended or revoked.

### II. PART A. LIABILITY COVERAGE

Part **A.** is amended as follows:

The following exclusion is added to Part **A.**:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the District of Columbia's Compulsory No-Fault Motor Vehicle Insurance Act.

**A.** Item **B.2.** of the Insuring Agreement is replaced by the following:

- 2.** Any person using "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.

**B.** The following is added to Item **B.** of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is

using "your covered auto" under a "personal vehicle sharing program."

**C.** Exclusion **A.5.** is replaced by the following:

- 5.** For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (**A.5**) does not apply to a share-the-expense car pool.

**D.** The following exclusions are added to item **A.**:

- 10.** For "bodily injury" or "property damage" arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (**10.**) does not apply to traffic violations.
- 11.** For punitive or exemplary damages awarded against any "insured."

**E.** Exclusion **B.4.** is replaced by the following:

- 4.** Any vehicle while it is:
  - a. Operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b. Participating in a high performance driving or racing instruction course or school; or
  - c. Preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or demolition contest or exhibition

**F.** The Other Insurance section is replaced by the following:

### OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

### III. PART B - MEDICAL PAYMENTS COVERAGE

Part **B.** is amended as follows:

The following is added under "Limit of Liability."  
Any amounts otherwise payable for expenses under auto medical payments coverage shall be reduced by all sums paid or payable under personal injury protection coverage applicable to the same element of loss.

**A.** Item **A.** of the Insuring Agreement is replaced by the following:

**A.** We will pay "usual and customary charges" incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured."

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

**B.** Item **B.2.** of the Insuring Agreement is replaced by the following:

2. Any other person while "occupying" "your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission.
3. Any other person while "occupying," as a guest, an automobile not owned by you or a family member, while being operated by you or a family member.

**C.** The following is added to Item **B.** of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

**D.** The following item is added to the Insuring Agreement:

"Usual and customary charges" as used in this Part means:

The lowest of the following:

1. The charge billed by the medical provider for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

**E.** Exclusion **2.** is replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.

**F.** The following exclusion **11.** is added under the Exclusions section of **Part B:**

11. Sustained while "occupying" any vehicle while it is:
  - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b. participating in a high performance driving or racing instruction course or school; or
  - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or demolition contest or exhibition.

**G.** The following Exclusion is added:

12. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (12.) does not apply to traffic violations.

**H.** The Other Insurance section is replaced by the following:

#### OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.



#### IV. General Provisions

Part F is amended as follows:

A. Items A. and B. of the Changes provision are replaced by the following:

A. This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses.
3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.
5. The persons who regularly operate a covered auto.

You also agree to disclose all licensed drivers residing in your household.

B. The following provisions are added:

##### **DUTY TO REPORT CHANGES**

You must promptly report to us all changes, including additions and deletions, in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

1. your residence address;
2. operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
3. the location where your vehicle is principally garaged;
4. the persons who regularly operate a covered auto;

5. the driver's license or operator's permit status of you, a relative, or a resident of your household.

##### **STORAGE COSTS**

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

##### **PAYMENT OF PREMIUM**

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment.

C. The Fraud provision is replaced by the following:

##### **FRAUD**

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. We may void this policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made, at the time changes were requested, or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must

reimburse us for any payments we may have already made.

- D.** Paragraph A. of the Our Right to Recover Payment Provision does not apply to Part A.

- E.** The **Termination** provision is replaced by the following:

**TERMINATION**

**Cancellation**

The policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning the policy to us; or
  - b. Giving us advanced written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declaration at the address shown in this policy or to the named insured's last known address:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy.
3. After this policy is in effect for more than 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
    - (1) During the policy period;
    - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year;
  - c. For material misrepresentation or fraud by you with respect to any

material fact in obtaining, changing, renewing this policy or with submitting any claim.

The written notice will be mailed at least 30 days before the end of the policy period.

**Nonrenewal**

If we decide not to renew or continue this policy, we will mail written notice to the named insured shown in the Declarations at the address shown in this policy or to the named insured's last known address. The written notice will be mailed at least 30 days before the end of the policy period. If the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**Automatic Termination**

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund.

The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

## AMENDMENT OF POLICY PROVISIONS - DISTRICT OF COLUMBIA

AS 2070 01 1798

### I. DEFINITIONS

The Definitions section is amended as follows:

**A.** The following definitions are added:

"Personal vehicle sharing program" means a legal entity qualified to do "business" in this state and engaged in the "business" of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state. Private passenger motor vehicle as it relates to "personal vehicle sharing program" means a four wheel passenger or station wagon type motor vehicle insured under an automobile liability insurance policy covering any individuals residing in your household.

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

### I. SUSPENSION OF POLICY COVERAGE

The following provision is added:

In accordance with the requirements of the District of Columbia no-fault law, all policy coverages shall be suspended for you, or any "family member," who operates any vehicle during any period when that person's driver's license is suspended or revoked.

### II. PART A. LIABILITY COVERAGE

Part A. is amended as follows:

The following exclusion is added to Part A:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the District of Columbia's Compulsory No-Fault Motor Vehicle Insurance Act.

**A.** Item **B.2.** of the Insuring Agreement is replaced by the following:

**2.** Any person using "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.

**B.** The following is added to Item **B.** of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is using "your covered auto" under a "personal vehicle sharing program."

**C.** Exclusion **A.5.** is replaced by the following:

**5.** For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (**A.5**) does not apply to a share-the-expense car pool.

**D.** The following exclusions are added to item **A.:**

**10.** For "bodily injury" or "property damage" arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (**10.**) does not apply to traffic violations.

**11.** For punitive or exemplary damages awarded against any "insured."

~~The following exclusion 4. is added under paragraph B. of the Exclusions section of Part A:~~

~~4.4. Any vehicle, while being used for:  
a. competing in; or  
b. practicing or preparing for  
any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.~~

**E.** Exclusion **B.4.** is replaced by the following:

**4.** Any vehicle while it is:  
a. Operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;  
b. Participating in a high performance driving or racing instruction course or school; or  
c. Preparing for, practicing for, used in, or competing in any prearranged or organized:  
(1) race activity; or

- (2) speed, performance, stunt, or demolition contest or exhibition

F. The Other Insurance section is replaced by the following:

#### OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

### III. PART B - MEDICAL PAYMENTS COVERAGE

#### III. MEDICAL PAYMENTS

Part B. is amended as follows:

The following is added under "Limit of Liability." Any amounts otherwise payable for expenses under auto medical payments coverage shall be reduced by all sums paid or payable under personal injury protection coverage applicable to the same element of loss.

A. Item A. of the Insuring Agreement is replaced by the following:

A. We will pay "usual and customary charges" incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured."

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. Item B.2. of the Insuring Agreement is replaced by the following:

2. Any other person while "occupying" "your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission.
3. Any other person while "occupying," as a guest, an automobile not owned by you or a family member, while being operated by you or a family member.

C. The following is added to Item B. of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

D. The following item is added to the Insuring Agreement:

"Usual and customary charges" as used in this Part means:

The lowest of the following:

1. The charge billed by the medical provider for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

E. Exclusion 2. is replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.

F. The following exclusion 11. is added under the Exclusions section of Part B:

11. Sustained while "occupying" any vehicle while it is:
  - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b. participating in a high performance driving or racing instruction course or school; or
  - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or demolition contest or exhibition.

~~11. Sustained while "occupying" any vehicle while being used for:~~  
~~a. competing in; or~~

~~b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.~~

**G.** The following Exclusion is added:

**12.** Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (12.) does not apply to traffic violations.

**H.** The Other Insurance section is replaced by the following:

#### **OTHER INSURANCE**

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

#### **IV. General Provisions**

Part F is amended as follows:

**A.** Items A. and B. of the Changes provision are replaced by the following:

**A.** This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

**B.** The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses.

3. The location where your vehicle is principally garaged.

4. Customized equipment or parts.

5. The persons who regularly operate a covered auto.

You also agree to disclose all licensed drivers residing in your household.

**B.** The following provisions are added:

#### **DUTY TO REPORT CHANGES**

You must promptly report to us all changes, including additions and deletions, in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

1. your residence address;
2. operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
3. the location where your vehicle is principally garaged;
4. the persons who regularly operate a covered auto;
5. the driver's license or operator's permit status of you, a relative, or a resident of your household.

#### **STORAGE COSTS**

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

#### **PAYMENT OF PREMIUM**

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment.

**C.** The Fraud provision is replaced by the following:

#### **FRAUD**

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in

reliance upon information you provide. We may void this policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made, at the time changes were requested, or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

**D.A.** Paragraph A. of the Our Right to Recover Payment Provision does not apply to Part A.

**E.B.** The **Termination** provision is replaced by the following:

#### **TERMINATION**

##### **Cancellation**

The policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a.a.** Returning the policy to us; or
  - b.b.** Giving us advanced written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declaration at the address shown in this policy or to the named insured's last known address:
  - a.a.** At least 10 days notice:
    - (1)(4)** If cancellation is for nonpayment of premium; or
    - (2)(2)** If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy.
3. After this policy is in effect for more than 60 days, or if this is a renewal or continuation policy, we will cancel

only:

- a.a.** For nonpayment of premium; or
- b.b.** If your driver's license or that of:
  - (1)(4)** Any driver who lives with you; or
  - (2)(2)** Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
  - (1)(4)** During the policy period;
  - (2)(2)** Since the last anniversary of the original effective date if the policy period is other than 1 year;
- c.c.** If the policy was obtained through material misrepresentation. For material misrepresentation or fraud by you with respect to any material fact in obtaining, changing, renewing this policy or with submitting any claim.

The written notice will be mailed at least 30 days before the end of the policy period.

#### **Nonrenewal**

If we decide not to renew or continue this policy, we will mail written notice to the named insured shown in the Declarations at the address shown in this policy or to the named insured's last known address. The written notice will be mailed at least 30 days before the end of the policy period. If the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **Automatic Termination**

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of

notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund.

The premium refund, if any, will be computed according to our manuals.

However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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# PERSONAL INJURY PROTECTION COVERAGE - DISTRICT OF COLUMBIA

PERSONAL AUTO

AS 2266 01 17

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement

**PERSONAL INJURY PROTECTION BENEFITS WILL NOT BE PROVIDED TO ANY "INSURED" UNLESS WE ARE NOTIFIED WITHIN SIXTY DAYS OF AN ACCIDENT OF THAT "INSURED'S" ELECTION TO RECEIVE PERSONAL INJURY PROTECTION BENEFITS**

## SCHEDULE

<b>BASIC LIMITS PERSONAL INJURY PROTECTION</b>	
The following benefits apply unless otherwise indicated below or in the Declarations.	
<b>Benefits</b>	<b>Limit Of Liability</b>
Medical Expenses	Up to \$50,000
Work Loss	Up to \$12,000
Funeral Expenses	Up to \$ 4,000
<b>INCREASED LIMITS PERSONAL INJURY PROTECTION</b>	
The following increased limits apply instead of basic limits if indicated as applicable below or in the Declarations.	
<b>Benefits</b>	<b>Limit of Liability</b>
<input type="checkbox"/> Medical Expenses	Up to \$100,000
<input type="checkbox"/> Work Loss	Up to \$ 24,000
The following exclusions apply as indicated below or in the Declarations:	
<input type="checkbox"/> <b>EXCLUSION OF MEDICAL EXPENSE BENEFITS</b>	
Medical expenses do not apply.	
<input type="checkbox"/> <b>EXCLUSION OF WORK LOSS BENEFITS</b>	
Work loss does not apply.	
<input type="checkbox"/> <b>EXCLUSION OF FUNERAL EXPENSES BENEFITS</b>	
Funeral expenses do not apply.	

## I. DEFINITIONS

The Definitions section is amended as follows:

**A.** The reference to "you" and "your" is replaced by the following:

"You" and "your", as used in this endorsement, refer to the named insured shown in the Declarations.

**B.** The following definitions are replaced:

**1.** "Bodily injury" means bodily harm sustained in an accident including any illness, disease or death resulting from bodily harm.

**2.** "Your covered auto" means a "motor vehicle" shown in the Declarations as one to which both Personal Injury Protection Coverage and Liability Coverage under this policy apply.

**C.** The following definitions are added:

**1.** "Motor vehicle" means any device propelled by an internal combustion engine, electricity or steam. However,

"motor vehicle" does not include:

- A traction engine used exclusively for drawing vehicles in fields; or
- A road roller or a vehicle propelled only upon rails and tracks.

**2.** "Vehicle" means:

- A trailer as defined in the Act; or
- An appliance moved or designed to be moved over a publicly maintained way on wheels or traction tread which is:
  - Operated by power other than muscular power; or
  - Drawn by a draft animal or beast of burden.

**D.** "Insured" as used in this endorsement means:

- You; or
- Any other person while "occupying":
  - "Your covered auto" with your



express or implied permission. The actual occupation must be within the scope of that permission; or

- b. A "motor vehicle" or "vehicle" operated by you.

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

- E. "The Act" refers to the District of Columbia Compulsory No-Fault Motor Vehicle Insurance Act of 1982, Amendments Act of 1985.

- F. "Reasonably necessary" when applied to any personal injury protection coverage involving medical expenses-means;

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment;

However, necessary medical services do not include expenses for any of the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or a supply, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed.
3. In patient services or supplies provided to the covered person when these could

safely have been provided to the covered person as an outpatient.

- G. "Usual and customary charges" as used in this endorsement means:

The lowest of the following:

1. The charge billed by the medical provider for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

## II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A. We will pay, in accordance with the Act, personal injury protection benefits shown as applicable in the Schedule or Declarations, to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "vehicle".

- B. If the Schedule or Declarations indicates that:

1. Exclusion of Medical Expense Benefits applies, we will not pay any medical expenses to or for any "insured".
2. Exclusion of Work Loss Benefits applies, we will not pay any work loss to or for any "insured".
3. Exclusion of Funeral Expense Benefit applies, we will not pay any funeral expenses.

- C. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical expenses. "Usual and customary charges" incurred for services rendered for an "insured's":

- a. Care;
- b. Recovery; or
- c. Rehabilitation.

Only semi-private hospital room charges will be paid unless special or intensive care is required.

We will pay for a product, service or accommodation only if its provider is licensed or approved and complies with any applicable laws or regulations.

2. Funeral expenses. Actual costs incurred for an "insured's" funeral or funeral related expenses.

3. Work loss:

- a. Income loss. Up to 80% of the loss of gross income for work which an "insured" would have performed except for the "bodily injury".

We will pay a higher percentage to the extent that an "insured" furnishes us with reasonable proof that his income tax is less than 20% of gross income.

- b. Replacement services. Expenses reasonably incurred to obtain ordinary and necessary services to replace those the "insured" would have performed for personal or family benefit except for the "bodily injury". The services must be performed within 3 years after the date of the accident. The services cannot be obtained to produce income for the "insured".

Work loss does not continue after an "insured" dies.

## EXCLUSIONS

We will not provide Personal Injury Protection Coverage for "bodily injury":

1. Sustained by you while "occupying" or operating any "vehicle" owned by you and not insured for this coverage under this policy.
2. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or any other person.
3. Sustained by the owner or operator of a "vehicle" involved in the accident if no "motor vehicle" is involved in the accident.
4. Sustained by any person injured as a result of conduct within the course of the "business" of repairing, servicing or otherwise maintaining "motor vehicles" or "vehicles". This exclusion (4.) does not apply if the conduct is:
  - a. Off the "business" premises; or
  - b. In the course of loading or unloading a "motor vehicle" or "vehicle".
5. Sustained by any person while "occupying" a "motor vehicle" or "vehicle" located for use as a residence or premises.
6. Caused by or as a consequence of:

- a. Discharge of a nuclear weapon (even if accidental);
- b. War (declared or undeclared);
- c. Civil war;
- d. Insurrection; or
- e. Rebellion or revolution.

7. From or as a consequence of the following, whether controlled, uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

8. Sustained while "occupying" any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
  - (1) race activity; or
  - (2) speed, performance, stunt, or demolition contest or exhibition.

9. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (9.) does not apply to traffic violations.

## LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for the personal injury protection benefits that apply are the most we will pay to or for an "insured" as the result of any one accident, regardless of the number of:

1. Claims made;
2. "Your covered autos";
3. "Motor vehicles" or "vehicles" involved in the accident; or
4. Insurers providing personal injury protection benefits.

## DEDUCTIBLE

The sum of all amounts payable to or for you shall be reduced by the amount of the deductible you select as shown in the Declarations. However, the deductible does not apply to benefits payable for emergency medical services furnished during the first 72 hours after the accident.

## COORDINATION AND NON-DUPLICATION

- A. Personal injury protection benefits are excess over but shall not duplicate amounts paid, payable or required to be provided

under:

1. Workers' compensation; or
2. Temporary nonoccupational disability insurance that is required by a state or the District of Columbia government.

This does not apply if the law authorizing these benefits makes them secondary to or duplicative of the benefits provided under the Act.

- B. Personal injury protection benefits are excess over but shall not duplicate amounts paid or payable for the same elements of loss under any other insurance coverages, except other Personal Injury Protection coverages.
- C. No person may recover duplicate personal injury protection benefits for the same elements of loss.

### **PRIORITIES OF POLICIES**

We will pay personal injury protection benefits in accordance with the order of priorities set forth by the Act. We will not pay if there is another insurer at a higher level of priority. The priority level is:

First	The insurer providing benefits to the "insured" as a named insured. If two or more policies apply under this priority and one specifically insures the "motor vehicle" involved in the accident, it shall be the policy under which benefits are payable.
Second	The insurer of the "motor vehicle" "occupied" by the "insured".
Third	The insurer providing benefits to an "insured" who is "occupying" an uninsured "motor vehicle" operated by a named insured.

If 2 or more policies have equal priority within the highest applicable priority level:

1. The insurer against which the claim is first made shall process and pay the claim as if wholly responsible, subject to subsequent contribution pro rata; and

2. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

### **III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS**

The following is added to Part E:

A person seeking Personal Injury Protection Coverage must:

1. Notify us within 60 days of an accident of his election to receive personal injury protection benefits. We and the "insured" may agree in writing to extend the 60 day period.
2. If we request, furnish us a sworn statement of earnings or lack of earnings:
  - a. For a reasonable time prior to the accident; and
  - b. Since the accident.

### **IV. PART F - GENERAL PROVISIONS**

Part F is amended as follows:

- A. The following is added to the Our Right To Recover Payment provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

Our rights are subject to any applicable limitation stated in the Act and applicable regulation.

- B. The following provisions are added:

#### **ASSIGNMENT OF CLAIMS TO FUTURE BENEFITS**

An "insured" may not assign his right to any personal injury protection benefits payable in the future.

#### **PREMIUM RECOMPUTATION**

The Act places limitations on a person's right to sue for damages. The premium for the policy coverages reflects these limitations. If a court declares any of these limitations unenforceable we have the right to recompute the premium.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

# PERSONAL INJURY PROTECTION COVERAGE - DISTRICT OF COLUMBIA

PERSONAL AUTO

AS 2266 041 107

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement

**PERSONAL INJURY PROTECTION BENEFITS WILL NOT BE PROVIDED TO ANY "INSURED" UNLESS WE ARE NOTIFIED WITHIN SIXTY DAYS OF AN ACCIDENT OF THAT "INSURED'S" ELECTION TO RECEIVE PERSONAL INJURY PROTECTION BENEFITS**

## SCHEDULE

<b>BASIC LIMITS PERSONAL INJURY PROTECTION</b>	
The following benefits apply unless otherwise indicated below or in the Declarations.	
<b>Benefits</b>	<b>Limit Of Liability</b>
Medical Expenses	Up to \$50,000
Work Loss	Up to \$12,000
Funeral Expenses	Up to \$ 4,000
<b>INCREASED LIMITS PERSONAL INJURY PROTECTION</b>	
The following increased limits apply instead of basic limits if indicated as applicable below or in the Declarations.	
<b>Benefits</b>	<b>Limit of Liability</b>
<input type="checkbox"/> Medical Expenses	Up to \$100,000
<input type="checkbox"/> Work Loss	Up to \$ 24,000
The following exclusions apply as indicated below or in the Declarations:	
<input type="checkbox"/> <b>EXCLUSION OF MEDICAL EXPENSE BENEFITS</b>	
Medical expenses do not apply.	
<input type="checkbox"/> <b>EXCLUSION OF WORK LOSS BENEFITS</b>	
Work loss does not apply.	
<input type="checkbox"/> <b>EXCLUSION OF FUNERAL EXPENSES BENEFITS</b>	
Funeral expenses do not apply.	

## I. DEFINITIONS

The Definitions section is amended as follows:

**A.** The reference to "you" and "your" is replaced by the following:

"You" and "your", as used in this endorsement, refer to the named insured shown in the Declarations.

**B.** The following definitions are replaced:

**1.** "Bodily injury" means bodily harm sustained in an accident including any illness, disease or death resulting from bodily harm.

**2.** "Your covered auto" means a "motor vehicle" shown in the Declarations as one to which both Personal Injury Protection Coverage and Liability Coverage under this policy apply.

**C.** The following definitions are added:

**1.** "Motor vehicle" means any device propelled by an internal combustion

engine, electricity or steam. However, "motor vehicle" does not include:

**a.a.** A traction engine used exclusively for drawing vehicles in fields; or

**b.b.** A road roller or a vehicle propelled only upon rails and tracks.

**2.** "Vehicle" means:

**a.a.** A trailer as defined in the Act; or

**b.b.** An appliance moved or designed to be moved over a publicly maintained way on wheels or traction tread which is:

**(1)(4)** Operated by power other than muscular power; or

**(2)(2)** Drawn by a draft animal or beast of burden.

**D.** "Insured" as used in this endorsement means:

**1.** You; or

2. Any other person while "occupying":
- a.a. "Your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission; or
  - b.b. A "motor vehicle" or "vehicle" operated by you.

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

- E. "The Act" refers to the District of Columbia Compulsory No-Fault Motor Vehicle Insurance Act of 1982, Amendments Act of 1985.

~~F. "Reasonable charges" when applied to any personal injury protection coverage under this endorsement involving medical expenses means the least of:~~

- ~~1. The actual charge;~~
- ~~2. The charge negotiated with a provider; or~~
- ~~3. The charge determined by us based on a methodology using a database designed to reflect amounts charged by providers of medical services or supplies within the same or similar geographic region in which you receive your medical services or supplies. The database will reflect (a) service charge data regardless of the provider's specialty and (b) in the case of new procedures, products, services or supplies, or existing procedures, products, services or supplies for which there is little or no charge data, a comparison to commonly used procedures, services or supplies.~~

**F.G.** "Reasonably necessary" when applied to any personal injury protection coverage involving medical expenses means;

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary

medical groups;

5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
  6. The most appropriate supply or level of service that can be safely provided to the covered person; and
  7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment;
- However, necessary medical services do not include expenses for any of the following:
1. Nutritional supplements or over-the-counter drugs;
  2. Experimental services or a supply, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed.
  3. In patient services or supplies provided to the covered person when these could safely have been provided to the covered person as an outpatient.

**G.** "Usual and customary charges" as used in this endorsement means:  
The lowest of the following:

1. The charge billed by the medical provider for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

## II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A. We will pay, in accordance with the Act, personal injury protection benefits shown as applicable in the Schedule or Declarations, to or for an "insured" who sustains "bodily

injury". The "bodily injury" must:

1. Be caused by an accident; and
  2. Arise out of the maintenance or use of a "motor vehicle" as a "vehicle".
- B.** If the Schedule or Declarations indicates that:
1. Exclusion of Medical Expense Benefits applies, we will not pay any medical expenses to or for any "insured".
  2. Exclusion of Work Loss Benefits applies, we will not pay any work loss to or for any "insured".
  3. Exclusion of Funeral Expense Benefit applies, we will not pay any funeral expenses.
- C.** Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
1. Medical expenses. **"Usual and customary charges" incurred for Reasonable charges incurred for services rendered reasonably necessary products, services and accommodations** for an "insured's":
    - a.a.** Care;
    - b.b.** Recovery; or
    - c.c.** Rehabilitation.

Only semi-private hospital room charges will be paid unless special or intensive care is required.

We will pay for a product, service or accommodation only if its provider is licensed or approved and complies with any applicable laws or regulations.
  2. Funeral expenses. Actual costs incurred for an "insured's" funeral or funeral related expenses.
  3. Work loss:
    - a.a.** Income loss. Up to 80% of the loss of gross income for work which an "insured" would have performed except for the "bodily injury".  
We will pay a higher percentage to the extent that an "insured" furnishes us with reasonable proof that his income tax is less than 20% of gross income.
    - b.b.** Replacement services. Expenses reasonably incurred to obtain ordinary and necessary services to replace those the "insured" would have performed for personal or family benefit except for the "bodily injury". The services must be performed within 3 years after the date of the accident. The services cannot be obtained to produce income for the "insured".

Work loss does not continue after an "insured" dies.

## EXCLUSIONS

We will not provide Personal Injury Protection Coverage for "bodily injury":

1. Sustained by you while "occupying" or operating any "vehicle" owned by you and not insured for this coverage under this policy.
2. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or any other person.
3. Sustained by the owner or operator of a "vehicle" involved in the accident if no "motor vehicle" is involved in the accident.
4. Sustained by any person injured as a result of conduct within the course of the "business" of repairing, servicing or otherwise maintaining "motor vehicles" or "vehicles". This exclusion (4.) does not apply if the conduct is:
  - a.a.** Off the "business" premises; or
  - b.b.** In the course of loading or unloading a "motor vehicle" or "vehicle".
5. Sustained by any person while "occupying" a "motor vehicle" or "vehicle" located for use as a residence or premises.
6. Caused by or as a consequence of:
  - a.a.** Discharge of a nuclear weapon (even if accidental);
  - b.b.** War (declared or undeclared);
  - c.c.** Civil war;
  - d.d.** Insurrection; or
  - e.e.** Rebellion or revolution.
7. From or as a consequence of the following, whether controlled, uncontrolled or however caused:
  - a.a.** Nuclear reaction;
  - b.b.** Radiation; or
  - c.c.** Radioactive contamination.
8. Sustained while "occupying" any vehicle while it is:
  - a.** operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b.** participating in a high performance driving or racing instruction course or school; or
  - c.** preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or

demolition contest or exhibition.  
**9. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (9.) does not apply to traffic violations.**

#### **LIMIT OF LIABILITY**

The limits of liability shown in the Schedule or Declarations for the personal injury protection benefits that apply are the most we will pay to or for an "insured" as the result of any one accident, regardless of the number of:

1. Claims made;
2. "Your covered autos";
3. "Motor vehicles" or "vehicles" involved in the accident; or
4. Insurers providing personal injury protection benefits.

#### **DEDUCTIBLE**

The sum of all amounts payable to or for you shall be reduced by the amount of the deductible you select as shown in the Declarations. However, the deductible does not apply to benefits payable for emergency medical services furnished during the first 72 hours after the accident.

#### **COORDINATION AND NON-DUPLICATION**

**A.** Personal injury protection benefits are excess over but shall not duplicate amounts paid, payable or required to be provided under:

1. Workers' compensation; or
2. Temporary nonoccupational disability insurance that is required by a state or the District of Columbia government.

This does not apply if the law authorizing these benefits makes them secondary to or duplicative of the benefits provided under the Act.

**B.** Personal injury protection benefits are excess over but shall not duplicate amounts paid or payable for the same elements of loss under any other insurance coverages, except other Personal Injury Protection coverages.

**C.** No person may recover duplicate personal injury protection benefits for the same elements of loss.

#### **PRIORITIES OF POLICIES**

We will pay personal injury protection benefits in accordance with the order of priorities set forth by the Act. We will not pay if there is another insurer at a higher level of priority. The priority level is:

- First      The insurer providing benefits to the "insured" as a named insured. If two or more policies apply under this priority and one specifically insures the "motor vehicle" involved in the accident, it shall be the policy under which benefits are payable.
- Second     The insurer of the "motor vehicle" "occupied" by the "insured".
- Third      The insurer providing benefits to an "insured" who is "occupying" an uninsured "motor vehicle" operated by a named insured.

If 2 or more policies have equal priority within the highest applicable priority level:

1. The insurer against which the claim is first made shall process and pay the claim as if wholly responsible, subject to subsequent contribution pro rata; and
2. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

### **III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS**

The following is added to Part E:

A person seeking Personal Injury Protection Coverage must:

1. Notify us within 60 days of an accident of his election to receive personal injury protection benefits. We and the "insured" may agree in writing to extend the 60 day period.
2. If we request, furnish us a sworn statement of earnings or lack of earnings:

**a.a.** For a reasonable time prior to the accident; and

**b.b.** Since the accident.

### **IV. PART F - GENERAL PROVISIONS**

Part F is amended as follows:

**A.** The following is added to the Our Right To Recover Payment provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

Our rights are subject to any applicable limitation stated in the Act and applicable regulation.

**B.** The following provisions are added:

#### **ASSIGNMENT OF CLAIMS TO FUTURE BENEFITS**



An "insured" may not assign his right to any personal injury protection benefits payable in the future.

**PREMIUM RECOMPUTATION**

The Act places limitations on a person's right

to sue for damages. The premium for the policy coverages reflects these limitations. If a court declares any of these limitations unenforceable we have the right to recompute the premium.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



## UNINSURED/UNDERINSURED MOTORISTS COVERAGE - DISTRICT OF COLUMBIA

PERSONAL AUTO  
AS 3718 01 17

Part C - Uninsured Motorists Coverage is replaced by the following:

### INSURING AGREEMENT

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" where such coverage is indicated as applicable in the Schedule or Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

**B.** "Insured" as used in this endorsement means:

1. You or any "family member."
2. Any other person "occupying":
  - a. "Your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission; or
  - b. Any other auto operated by you.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

**C.** "Property damage" as used in this endorsement means injury to or destruction of:

1. "Your covered auto."
2. Any property owned by a person listed in 1. or 2. of "insured" while contained in "your covered auto."

**D.** "Underinsured motor vehicle" means a land motor vehicle or trailer where bodily injury or property damage liability bond(s) or policy(ies) are insufficient to pay the "loss" up to the limit of uninsured motorist coverage shown in the Schedule or in the Declarations.

"Loss" as used in this Provision **D.** means:

1. With respect to bodily injury, economic detriment incurred as a result of an accident resulting in injury, consisting of and limited to medical and rehabilitation expenses, work loss inclusive of replacement services loss, and death benefits. However, "loss" does not include pain, suffering, inconvenience, physical or mental impairment, and other nonpecuniary damage recoverable under the tort law applicable to injury arising out of the maintenance or use of a motor vehicle.
2. With respect to property damage, direct and accidental loss or damage to "your covered auto" or property contained in "your covered auto".

However, "underinsured motor vehicle" does not include:

1. An "uninsured motor vehicle;" or
2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law.
3. Any vehicle or equipment owned by or furnished or available for the regular use of you or any "family member" including "your covered auto."

**E.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit of liability must be less than the minimum limit for liability specified in the District of Columbia no-fault law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. you or any "family member;"

- b. a vehicle which you or any "family member" are "occupying;" or
- c. "your covered auto."
- 4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. denies coverage; or
  - b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include:

- 1. An "underinsured motor vehicle;" or
- 2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 3. Any vehicle or equipment owned by or furnished or available for the regular use of you or any "family member" including "your covered auto."
- F. In addition, neither "uninsured motor vehicle" nor "underinsured motor vehicle" includes any vehicle or equipment:
  - 1. Owned by or furnished or available for the regular use of you or any "family member."
  - 2. Owned by any governmental unit or agency.
  - 3. Operated on rails or crawler treads.
  - 4. Designed mainly for use off public roads while not on public roads.
  - 5. While located for use as a residence or premises.

#### EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for "property damage" or "bodily injury" sustained by any person:
  - 1. While "occupying," or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. If that person or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
  - 3. When "your covered auto" is being used to carry persons or property for a fee. This exclusion (3.) does not apply to a share-the-expense car pool.
  - 4. Using a vehicle without a reasonable belief that that person is entitled to do so.
  - 5. For the first \$200 of the amount of "property

damage" to the property of each "insured" as the result of any one accident.

- 6. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (6.) does not apply to a share-the-expense car pool.
- 7. While using any vehicle while it is:
  - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
  - b. participating in a high performance driving or racing instruction course or school; or
  - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
    - (1) race activity; or
    - (2) speed, performance, stunt, or demolition contest or exhibition.
- 8. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (8.) does not apply to traffic violations.

- B. This coverage shall not apply directly or indirectly to benefit:
  - 1. Any insurer or self-insurer under any of the following or similar law:
    - a. workers' compensation law; or
    - b. disability benefits law.
  - 2. Any insurer of property.
- C. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for punitive or exemplary damages.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident with an "uninsured motor vehicle." The limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident with an "underinsured motor vehicle." This is the most we

will pay regardless of the number of:

1. "Insureds;"
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B.** Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:
1. Paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy;
  2. Paid or payable because of the "bodily injury" under any of the following or similar law:
    - a. workers' compensation law; or
    - b. disability benefits law; and
  3. Paid or payable under personal injury protection coverage applicable to the same element of loss.
- C.** No payment will be made for loss paid or payable to the "insured" under Part D of the policy.
- D.** Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A of the policy.

#### **OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

- A.** If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this endorsement; or
  2. As to the amount of the damages;
- the "insured" may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia.
- B.** If we agree, the Board may hear and decide the matter. A decision agreed to by the Board will be binding.

However, if we do not agree:

1. The Board of Consumer Claims Arbitration for the District of Columbia will be disqualified from arbitrating the matter; and
2. Either party may make a written demand for arbitration.

In this event, each party will select an arbitrator. The two arbitrators will select a third.

If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- C.** Each party will:
1. Pay the expenses it incurs; and
  2. Bear the expenses of the third party equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
  2. The amount of the damages. This applies only if the amount does not exceed the minimum limit of liability specified by the District of Columbia no-fault law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

# UNINSURED/UNDERINSURED MOTORISTS COVERAGE - DISTRICT OF COLUMBIA

PERSONAL AUTO  
AS 3718 017 174

Part C - Uninsured Motorists Coverage is replaced by the following:

## SCHEDULE

Coverage is provided where a premium and a limit of liability is shown for the coverage.

Description of Vehicle	Uninsured Motorists Coverage		Underinsured Motorists Coverage	
	Limit of Liability	Premium	Limit of Liability	Premium
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

## INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" where such coverage is indicated as applicable in the Schedule or Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this endorsement means:

1. You or any "family member."
2. Any other person "occupying":
  - a. "Your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission; or
  - b. Any other auto operated by you.
2. Any other person "occupying" "your covered auto."
3. Any person for damages that person is entitled to recover because of "bodily injury"

to which this coverage applies sustained by a person described in 1. or 2. above.

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program."

C. "Property damage" as used in this endorsement means injury to or destruction of:

1. "Your covered auto."
2. Any property owned by a person listed in 1. or 2. of "insured" while contained in "your covered auto."

D. "Underinsured motor vehicle" means a land motor vehicle or trailer where bodily injury or property damage liability bond(s) or policy(ies) are insufficient to pay the "loss" up to the limit of uninsured motorist coverage shown in the Schedule or in the Declarations.

"Loss" as used in this Provision D. means:

1. With respect to bodily injury, economic detriment incurred as a result of an accident resulting in injury, consisting of and limited to medical and rehabilitation expenses, work loss inclusive of replacement services loss, and death benefits. However, "loss" does not include pain, suffering, inconvenience, physical or mental impairment, and other nonpecuniary damage recoverable under the tort law applicable to injury arising out of the maintenance or use of a motor vehicle.
2. With respect to property damage, direct and accidental loss or damage to "your covered auto" or property contained in "your covered auto".

However, "underinsured motor vehicle" does not include:

1. An "uninsured motor vehicle;" or

2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law.

3. Any vehicle or equipment owned by or furnished or available for the regular use of you or any "family member" including "your covered auto."

E. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit of liability must be less than the minimum limit for liability specified in the District of Columbia no-fault law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a.a. you or any "family member;"
  - b.b. a vehicle which you or any "family member" are "occupying;" or
  - c.c. "your covered auto."
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a.a. denies coverage; or
  - b.b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include:

1. An "underinsured motor vehicle;" or
2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

3. Any vehicle or equipment owned by or furnished or available for the regular use of you or any "family member" including "your covered auto."

F. In addition, neither "uninsured motor vehicle" nor "underinsured motor vehicle" includes any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member."
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or

premises.

## EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for "property damage" or "bodily injury" sustained by any person:

1. While "occupying," or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. If that person or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
3. When "your covered auto" is being used to carry persons or property for a fee. This exclusion (A-3.3.) does not apply to a share-the expense car pool.
4. Using a vehicle without a reasonable belief that that person is entitled to do so.
5. For the first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one accident.

6. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (6.) does not apply to a share-the-expense car pool.

7. While using any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
  - (1) race activity; or
  - (2) speed, performance, stunt, or demolition contest or exhibition.

8. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (8.) does not apply to traffic violations.

- B.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
    - ~~a.a.~~ workers' compensation law; or
    - ~~b.b.~~ disability benefits law.
  2. Any insurer of property.
- C.** We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for punitive or exemplary damages.

### LIMIT OF LIABILITY

- A.** The limit of liability shown in the Schedule or in the Declarations for Uninsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident with an "uninsured motor vehicle." The limit of liability shown in the Schedule or in the Declarations for Underinsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one accident with an "underinsured motor vehicle." This is the most we will pay regardless of the number of:
1. "Insureds;"
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B.** Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:
1. Paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy;
  2. Paid or payable because of the "bodily injury" under any of the following or similar law:
    - ~~a.a.~~ workers' compensation law; or
    - ~~b.b.~~ disability benefits law; and
  3. Paid or payable under personal injury protection coverage applicable to the same element of loss.
- C.** No payment will be made for loss paid or payable to the "insured" under Part D of the policy.
- D.** Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A of the policy.

### OTHER INSURANCE

~~If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.~~

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

### ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this endorsement; or
  2. As to the amount of the damages;
- the "insured" may request that the claim be resolved by the Board of Consumer Claims Arbitration for the District of Columbia.
- B.** If we agree, the Board may hear and decide the matter. A decision agreed to by the Board will be binding.
- However, if we do not agree:

1. The Board of Consumer Claims Arbitration for the District of Columbia will be disqualified from arbitrating the matter; and
2. Either party may make a written demand for arbitration.

In this event, each party will select an arbitrator. The two arbitrators will select a third.

If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

**C. Each party will:**

1. Pay the expenses it incurs; and
2. Bear the expenses of the third party equally.

**D. Unless both parties agree otherwise, arbitration will take place in the county in which the**

"insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of the damages. This applies only if the amount does not exceed the minimum limit of liability specified by the District of Columbia no-fault law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

## TOWING AND LABOR COVERAGE

---

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled. This includes:

1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
2. towing charges up to the amount shown on the policy Declarations Page when you either
  - a) arrange for the tow; or
  - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

Coverage is limited to no more than four occurrences per vehicle plus additional four occurrences per policy in a 12 month policy period for coverages **1.**, **2.**, and **3.** above.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

This coverage does not apply if:

1. "Your covered auto" or "non-owned auto" is disabled because of a "collision" loss and Collision Coverage does not apply to this vehicle.
2. "Your covered auto" or "non-owned auto" is disabled because of an other than "collision" loss and Other Than Collision Coverage does not apply to this vehicle.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



## TOWING AND LABOR COVERAGE

---

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled. This includes:

1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
2. towing charges up to the amount shown on the policy Declarations Page when you either
  - a) arrange for the tow; or
  - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

Coverage is limited to no more than four occurrences per vehicle plus additional four occurrences per policy in a 12 month policy period for coverages 1., 2., and 3. above.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

This coverage does not apply if:

1. "Your covered auto" or "non-owned auto" is disabled because of a "collision" loss and Collision Coverage does not apply to this vehicle.
2. "Your covered auto" or "non-owned auto" is disabled because of an other than "collision" loss and Other Than Collision Coverage does not apply to this vehicle.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW VEHICLE REPLACEMENT COST COVERAGE**

**PERSONAL AUTO  
AS 2112 03 16**

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

In the event of a covered total loss to a new\* "your covered auto" shown in the Declarations for which a specific premium charge indicates that "Collision" Coverage and/or Other Than Collision Coverage applies, the "covered auto" will be replaced at the Actual Cash Value (less any applicable deductible) without adjustments for depreciation that is referenced in the Limit of Liability B. Section of **Part D** of the policy.

\* A new vehicle as used in this endorsement is one that has not been previously titled under the motor vehicle laws of any state.

Replacement Cost for a total loss on a new "your covered auto" applies as follows:

- a. total loss must occur during the first 12 months of insurance coverage, and
- b. within the vehicle's first 15,000 miles,

whichever occurs first, we will pay the full cost of replacement, less the applicable deductible.

This does not apply to a substitute automobile, a non-owned automobile or a vehicle leased under a long-term contract of 6 months or longer.

The following conditions apply:

1. Our liability for any loss will not be more than the cost to replace the damaged property with:
  - a. a previously untitled vehicle of the year, make, model and equipment of the damaged automobile or, if unavailable
  - b. a vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged automobile.
2. We have the right to pay the loss in money or to replace the damaged automobile.

For purposes of this endorsement, Total Loss means a loss in which the cost to replace or repair the vehicle to its pre-loss condition plus salvage value, equals or exceeds the actual cash value.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW VEHICLE REPLACEMENT COST COVERAGE**

**PERSONAL AUTO**  
AS 2112 ~~10-99~~ 03 16

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

In the event of a covered total loss to a new\* ~~or~~ "your covered auto" shown in the Declarations for which a specific premium charge indicates that "Collision" Coverage and/or Other Than Collision Coverage applies, the "covered auto" will be replaced at the Actual Cash Value (less any applicable deductible) without adjustments for depreciation that is referenced in the Limit of Liability B. Section of **Part D** of the policy.

\* A new vehicle as used in this endorsement is one that has not been previously titled under the motor vehicle laws of any state.

Replacement Cost for a total loss on a new "your covered auto" applies as follows:

- a. total loss must occur during the first 12 months of insurance coverage, and
- b. within the vehicle's first 15,000 miles,

whichever occurs first, we will pay, ~~at our option,~~ the full cost of ~~repair or~~ replacement, less the applicable deductible.

This does not apply to a substitute automobile, a non-owned automobile or a vehicle leased under a long-term contract of 6 months or longer.

The following conditions apply:

1. Our liability for any loss will not be more than the cost to replace the damaged property with:
  - a. a previously untitled vehicle of the year, make, model and equipment of the damaged automobile or, if unavailable
  - b. a vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged automobile.

~~2. We will not pay for any loss before the actual repair or replacement is completed.~~

32. We have the right to pay the loss in money or to ~~repair or~~ replace the damaged automobile.

For purposes of this endorsement, Total Loss means a loss in which the cost to replace or repair the vehicle to its pre-loss condition plus salvage value, equals or exceeds the actual ~~cost~~ cash value.

<b>State:</b>	District of Columbia	<b>First Filing Company:</b>	Liberty Insurance Corporation, ...
<b>TOI/Sub-TOI:</b>	19.0 Personal Auto/19.0000 Personal Auto Combinations		
<b>Product Name:</b>	Form Revisions		
<b>Project Name/Number:</b>	17-DC-P-AO-F-LEG-PCF/17-DC-P-AO-F-LEG-PCF		

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Readability Certificate
<b>Comments:</b>	AS 2259: 56.5 AS 2070: 53.7 AS 2266: 50.6 AS 3718: 52.9 AS 2208: 58.1 AS 2112: 58.5
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Cover Letter
<b>Comments:</b>	
<b>Attachment(s):</b>	PL Filing Cover Letter - Legacy_v2.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Summary of Changes
<b>Comments:</b>	
<b>Attachment(s):</b>	Legacy Exhibit I.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	



AUTO | HOME | LIFE

Liberty Mutual Insurance

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November 8th, 2016

District of Columbia

Independent Forms Filing - Auto Policy Program  
Liberty Mutual Fire Insurance Company  
The First Liberty Insurance Corporation  
Liberty Insurance Corporation

Proposed Effective Dates: 1/23/2017 – New Business  
2/27/2017 – Renewal Business

Filing Number:  
SERFF Number: LBPM-130798831

The above captioned filing is submitted on behalf of Liberty Mutual Fire Insurance Company, The First Liberty Insurance Corporation, Liberty Insurance Corporation.

With this filing we are revising our policy coverage forms listed in the table below.

New Form Number	Title	Replaced Form Number
AS 2112 03 16	New Vehicle Replacement Cost Coverage	AS 2112 10 99
AS 2208 09 16	Towing and Labor Coverage	AS 2208 02 05
AS 2259 01 17	Automobile Amendatory Endorsement	AS 2259 09 06
AS 2070 01 17	Amendment of Policy Provisions – District of Columbia	AS 2070 01 98
AS 2266 01 17	Personal Injury Protection Coverage – District of Columbia	AS 2266 04 07
AS 3718 01 17	Uninsured/Underinsured Motorists Coverage – District of Columbia	AS 3718 07 11

The description of the form changes are provided in the attached Filing Exhibit.

We look forward to your approval of our filing. Should you have any questions or concerns, please feel free to contact me at our expense. Thank you, in advance for your consideration.

Sincerely,

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# LIBERTY INSURANCE CORPORATION, LIBERTY MUTUAL FIRE INSURANCE COMPANY, THE FIRST LIBERTY INSURANCE CORPORATION DISTRICT OF COLUMBIA AUTOMOBILE PROGRAM FORM FILING SUMMARY OF CHANGES

The following provides a summary for each form submitted with this filing. Please note that these forms contain a variable text field that will display the underwriting company name when the form prints.

POLICY FORMS AND ENDORSEMENTS		
FORM NUMBER	FORM TITLE	REPLACED FORM(S)
AS 2259 01 17	Automobile Amendatory Endorsement	AS 2259 09 06
AS 2070 01 17	Amendment of Policy Provisions – District of Columbia	AS 2070 01 98
AS 2266 01 17	Personal Injury Protection Coverage – District of Columbia	AS 2266 04 07
AS 3718 01 17	Uninsured/Underinsured Motorists Coverage – District of Columbia	AS 3718 07 11
AS 2208 09 16	Towing and Labor Coverage	AS 2208 02 05
AS 2112 03 16	New Vehicle Replacement Cost Coverage	AS 2112 10 99

## Amendment of Policy Provisions – District of Columbia, AS 2070 01 17

### DEFINITIONS

- We added 2 new definitions. We added a definition for “personal vehicle sharing program” and “transportation network platform” to support changes to those programs being made to the auto policy.

### PART A – LIABILITY COVERAGE

#### Insuring Agreement

- Revised the definition of “insured” under B.2 to add that use of the covered auto be with express or implied permission and be within the scope of that permission.
- Also added clarification to the definition of “insured” that it does not mean any person using a covered auto as part of a personal vehicle sharing program.

#### Exclusions

- Added clarification to Exclusion A.5 that included within the public or livery conveyance exclusion is any vehicle being used by any person who is logged into a transportation network platform as a driver.
- Added an exclusion for criminal act or omission of an insured.
- Added exclusion for punitive damages.
- Revised the racing exclusion to make some editorial revisions to the exclusion and to specify that activity related to racing is not covered.

#### Other Insurance

- This provision was revised to provide excess coverage when there is other applicable coverage for a permissive user of the covered auto.

### PART B – MEDICAL PAYMENTS COVERAGE

#### Insuring Agreement

- Changing “reasonable and necessary” to “usual and customary” including adding a definition for “usual and customary”.

**LIBERTY INSURANCE CORPORATION, LIBERTY MUTUAL FIRE  
INSURANCE COMPANY, THE FIRST LIBERTY INSURANCE CORPORATION  
DISTRICT OF COLUMBIA AUTOMOBILE PROGRAM  
FORM FILING SUMMARY OF CHANGES**

- Revised the definition of “insured” under B.2 to add that use of the covered auto be with express or implied permission and be within the scope of that permission.
- Adding coverage under the definition of “insured” for guests in an auto driven by a named insured or family member but not owned by that person.
- Also added clarification to the definition of “insured” that it does not mean any person using a covered auto as part of a personal vehicle sharing program.

**Exclusions**

- Added clarification to exclusion 2 that included within the public or livery conveyance exclusion is any vehicle being used by any person who is logged into a transportation network platform as a driver.
- Revised the racing exclusion to make some editorial revisions to the exclusion and to specify that activity related to racing is not covered.
- Added an exclusion for criminal act or omission of an insured.

**Other Insurance**

- This provision was revised to provide excess coverage when there is other applicable coverage for a permissive user of the covered auto.

**PART F – GENERAL PROVISIONS**

**Changes**

- Revised the provision to clarify when we expect to be notified of material changes and what action we might take if we are not informed. Also to further emphasize the importance of keeping us informed of changes we added a new Duty to Report provision.

**Fraud**

- We revised the Fraud provision to specify what action we may take in the case of fraud or material misrepresentation.

**Storage Costs**

- Added a new provision explaining how we will handle storage and storage costs of damaged property.

**Payment of Premium**

- Added a new provision explaining actions we may take if the payment of premium is not honored by the financial institution.

**Termination**

- We revised the fraud of material representation reason for cancellation to state that it applies in obtaining, changing, renewing the policy or submitting a claim.

**Automobile Amendatory Endorsement, AS 2259 01 17**

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Made minor editorial changes and removed conflicting provisions related to racing and fraud.

**Exclusions**

- Added clarification to exclusion 1 that included within the public or livery conveyance exclusion is any vehicle being used by any person who is logged into a transportation network platform as a driver.
- Revised the racing exclusion to make some editorial revisions to the exclusion and to specify that activity related to racing is not covered.

**LIBERTY INSURANCE CORPORATION, LIBERTY MUTUAL FIRE  
INSURANCE COMPANY, THE FIRST LIBERTY INSURANCE CORPORATION  
DISTRICT OF COLUMBIA AUTOMOBILE PROGRAM  
FORM FILING SUMMARY OF CHANGES**

- Added an exclusion for criminal act or omission of an insured.
- Added an exclusion for loss to your covered auto or non-owned auto while being used in a personal vehicle sharing program.

**Limit of Liability**

- Added language to the Limit of Liability to more explicitly explain the claims process when determining the cost of repair or replacement.

**Personal Injury Protection Coverage – District of Columbia, AS 2266 01 17**

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**Definitions**

- Revised the definition of “insured” under D.2 to add that use of the covered auto be with express or implied permission and be within the scope of that permission.
- Also added clarification to the definition of “insured” that it does not mean any person using a covered auto as part of a personal vehicle sharing program.
- Changing reasonable and necessary to “usual and customary” including adding a definition for “usual and customary”.

**Exclusions**

- Revised the racing exclusion to make some editorial revisions to the exclusion and to specify that activity related to racing is not covered.
- Added an exclusion for criminal act or omission of an insured.

**Uninsured/Underinsured Motorists Coverage – District of Columbia, AS 3718 01 17**

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**Insuring Agreement**

- Revised the definition of “insured” under B.2 to add that use of the covered auto be with express or implied permission and be within the scope of that permission.
- Also added clarification to the definition of insured that it does not mean any person using a covered auto as part of a personal vehicle sharing program.
- Added language to the definition of “un(der)insured motor vehicle” to clarify that it does not include any vehicle, including “your covered auto,” that is available for the use of a family member.

**Exclusions**

- Added an exclusion that included use of the covered auto as a public or livery conveyance or is any vehicle being used by any person who is logged into a transportation network platform as a driver.
- Added a racing exclusion and a criminal act exclusion.

**Other Insurance**

- Adding clarification to item 2 that a vehicle you do not own would also include a temporary substitute vehicle.



**LIBERTY INSURANCE CORPORATION, LIBERTY MUTUAL FIRE  
INSURANCE COMPANY, THE FIRST LIBERTY INSURANCE CORPORATION  
DISTRICT OF COLUMBIA AUTOMOBILE PROGRAM  
FORM FILING SUMMARY OF CHANGES**

**New Vehicle Replacement Cost Coverage, AS 2112 03 16**

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Removed the condition stating that we will not pay for loss before the repair or replacement is complete. Also removed references to the repair of the vehicle since this endorsement covers the replacement of the vehicle.

**Towing and Labor Coverage, AS 2208 09 16**

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Added language clarifying that the disablement of the vehicle be due to mechanical or electrical breakdown. Placed a limit on the number of occurrences of coverage at four per vehicle plus an additional four per policy in a twelve month period.